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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Henrik E. HedlundApplication No./Patent No.: 10/633,357 Filed/Issue Date: August 01, 2003Entitled: SYSTEM AND METHOD FOR DYNAMIC SCHEDULING OF PERSONNEL

Witness Systems, Inc., a Corporation  
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
 (The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Henrik E. Hedlund et al To: Exametric, Inc.  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel 014364, Frame 0860, or for which a copy thereof is attached.
2. From: Exametric To: Witness Systems, Inc.  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel see attached, Frame see attached, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
 The document was recorded in the United States Patent and Trademark Office at  
 Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Andrew T. Pham  
 Signature

Andrew T. Pham  
 Printed or Typed Name

Associate General Counsel  
 Title

6/18/08  
 Date

(404) 935-8342  
 Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

### ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 1<sup>st</sup> day of Nov, 2006 ("Effective Date"), Exametric, Inc. (hereafter "EXAMETRIC"), a California corporation, having its principal place of business at 4204 Jutland Dr., San Diego, CA, and Witness Systems, Inc., a Delaware Corporation, having its principal place of business at 300 Colonial Center Parkway, Roswell, GA, 30076 ("WITNESS SYSTEMS"), agree as follows:

1. EXAMETRIC owns all right, title, and interest in and to:

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED PATENT #	STATUS
<b>METHOD AND SYSTEM FOR SCHEDULING AND SHARING A POOL OF RESOURCES ACROSS MULTIPLE DISTRIBUTED FORECASTED WORLOADS</b>						
UNITED STATES		NEW	6/30/2003	10/610,780		PUBLISHED US20040010437
WIPO		PCT	6/29/2004	WO2004US0021043		PUBLISHED WQ05006142
<b>SYSTEM AND METHOD FOR DYNAMIC SCHEDULING OF PERSONNEL</b>						
UNITED STATES	109704-000009	CIP	8/1/2003	10/633,357		PUBLISHED US20040267591
AUSTRALIA	AU3298539AA	AU	8/1/2003	AU2003000298539		PUBLISHED AU3298539AA
WIPO		PCT	8/1/2003	WO2003US0024244		PUBLISHED WQ05010791
<b>SYSTEM AND METHOD FOR WORKFORCE REQUIREMENTS MANAGEMENT</b>						
UNITED STATES	109704-000011	NEW	4/27/2004	10/832,509		PUBLISHED US20050240465
WIPO	109704-11PCT	PCT	4/22/2005	PCT/US05/13760		PUBLISHED WQ05106746

the inventions disclosed and claimed therein, and all U.S. and foreign patents and applications that rely on the above listed patents or patent applications for priority ("the Patents").

2. WITNESS SYSTEMS desires to acquire and EXAMETRIC is willing to assign to WITNESS SYSTEMS all of EXAMETRIC'S right, title, and interest in and to the Patents and any inventions disclosed or claimed therein.
3. EXAMETRIC hereby transfers, grants, conveys, assigns, and relinquishes exclusively to WITNESS SYSTEMS all of EXAMETRIC'S right, title, and interest in and to the Patents, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.
4. For good and valuable consideration, receipt of which is hereby acknowledged, EXAMETRIC hereby sells, assigns, transfers, and sets over to WITNESS SYSTEMS, its lawful successors and assigns, EXAMETRIC'S entire right, title, and interest in the Patents, the inventions claimed therein, any other patent application directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and EXAMETRIC hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to WITNESS SYSTEMS, its successors and assigns, in

accordance with the terms of this Assignment.

5. In furtherance of this Agreement, EXAMETRIC hereby acknowledges that, from the Effective Date forward, WITNESS SYSTEMS has succeeded to all of EXAMETRIC'S right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that WITNESS SYSTEMS, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past infringement of the Patents, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as WITNESS SYSTEMS, in its sole discretion, deems advisable.
6. EXAMETRIC represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.
7. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (excluding conflicts of law rules) and of the United States.
9. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.  
EXAMETRIC, INC. WITNESS SYSTEMS, INC.

By: A.S. Kiran

By: Wim Pfeiffer

ALI S KIRAN  
Print Name

WIMPFELFER  
Print Name

Title: CEO

Title: to SUP